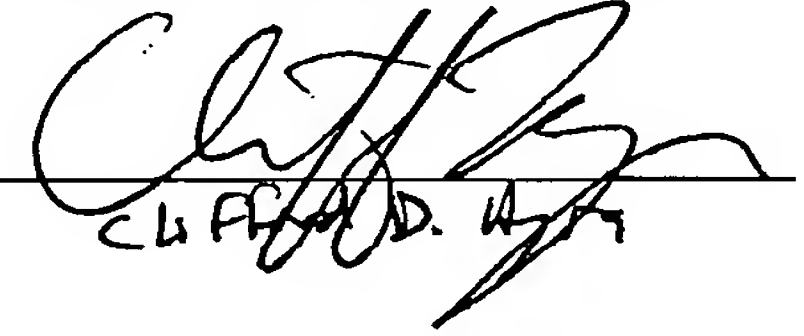


CERTIFICATE OF TRANSMISSION

I hereby certify that this 15-page correspondence is being facsimile transmitted
to the Patent and Trademark Office-Fax No. (571-273-0419)

On 10/17/07
(Date)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Thomas LANDAZURI

Serial No.: 10/585,198

International App. No.: PCT/EP03/14985

Filed: December 30, 2003

For: CREAM FILLER COMPOSITION AND METHOD FOR PREPARING

RECEIVED

OCT 17 2007

PCT SPECIAL
PROGRAMS OFFICE

Examiner: Bryan Lin

**PETITION FOR FILING WITHOUT INVENTOR'S SIGNATURE
UNDER 37 CFR 1.47(b)**

To the Director of Patents and Trademarks

Sir:

In response to the Notification of Defective Response mailed September 17, 2007, kindly consider the attached Petition for Filing Without Inventor's Signature Under 37 CFR 1.47(b) and petition fee. The inventor refused to sign. The proper assignee, Tate & Lyle Europe NV, is making application for patent on behalf of and as agent for the inventor. This action is necessary to preserve the rights of the parties because the Assignee would otherwise be unable to secure full protection for its intellectual property. The rights of the Assignee are established by the Statement under 37 CFR 3.73(b) filed April 10, 2007, relying on the attached documentary

evidence showing that the inventor was employed by Tate & Lyle Europe NV (Annex 3 & 4) and agreed to assign all patent rights to Tate & Lyle Europe NV (Annex 1 & 2).

The inventor was shown the application papers and refused to sign the declaration, as shown by the attached documentary evidence (Annex 5), giving the reason that he no longer worked for Tate and Lyle.

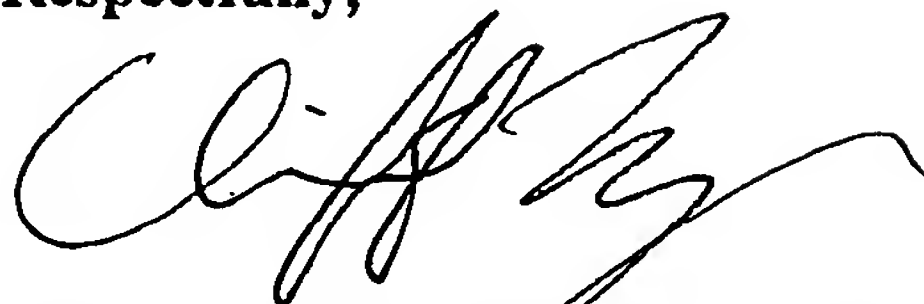
The last known address of the inventor is:

Burchstraat 10
Aalst, Belgium
B-9300

CONCLUSION

Acceptance of the petition and application are requested.

Respectfully,

A handwritten signature in black ink, appearing to read "Clifford D. Hyra". The signature is fluid and cursive, with the first name "Clifford" being more prominent and the last name "Hyra" following in a similar style.

James C. Wray, Reg. No. 22,693
Clifford D. Hyra, Reg. No. 60,086
1493 Chain Bridge Road, Suite 300
McLean, Virginia 22101
Tel: (703) 442-4800
Fax: (703) 448-7397

Date: October 17, 2007



UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED SEP 18 2007

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address: COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, Virginia 22313-1450
 www.uspto.gov

U.S. APPLICATION NUMBER NO.	FIRST NAMED APPLICANT	ATTY. DOCKET NO.
10/585,198	Thomas Landazuri	KOB

JLG 10-17-07 IM

James C. Wray
 1493 Chain Bridge Road
 Suite 300
 McLean, VA 22101

INTERNATIONAL APPLICATION NO.	
PCT/EP03/14985	
I.A. FILING DATE	PRIORITY DATE
12/30/2003	

CONFIRMATION NO. 6182

371 FORMALITIES LETTER



OC000000025856129

Date Mailed: 09/17/2007

NOTIFICATION OF DEFECTIVE RESPONSE

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495)

- Copy of the International Application filed on 06/30/2006
- Copy of the International Search Report filed on 06/30/2006
- Copy of IPE Report filed on 06/30/2006
- Preliminary Amendments filed on 06/30/2006
- Information Disclosure Statements filed on 09/27/2006
- Oath or Declaration filed on 04/12/2007
- Request for Immediate Examination filed on 06/30/2006
- U.S. Basic National Fees filed on 06/30/2006
- Assignee Statement for PGPUB filed on 04/12/2007
- Power of Attorney filed on 04/12/2007
- Specification filed on 06/30/2006
- Claims filed on 06/30/2006
- Abstracts filed on 06/30/2006
- Drawings filed on 06/30/2006

Applicant's response filed 04/12/2007 is hereby acknowledged. The following requirements set forth in the NOTIFICATION of MISSING REQUIREMENTS mailed 02/16/2007 have not been completed.

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date. The current oath or declaration does not comply with 37 CFR 1.497(a) and (b) in that it:
 - is not executed in accordance with either 37 CFR 1.66 or 37 CFR 1.68.
 - see communication from pct legal staff mailed 09/07/09

Applicant is required to complete the response within a time limit of ONE MONTH from the date of this

Notification or within the time remaining in the response set forth in the Notification of Missing Requirements, whichever is the longer. No extension of this time limit may be granted under 37 CFR 1.136, but the period for response set in the Notification of Missing Requirements may be extended under 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

Registered users of EFS-Web may alternatively submit their reply to this notice via EFS-Web.
<https://sportal.uspto.gov/authenticate/AuthenticateUserLocalEPF.html>

For more information about EFS-Web please call the USPTO Electronic Business Center at 1-866-217-9197 or visit our website at <http://www.uspto.gov/ebc>.

If you are not using EFS-Web to submit your reply, you must include a copy of this notice.

VONDA M WALLACE

Telephone: (703) 308-9140 EXT 225

PART 1 - ATTORNEY/APPLICANT COPY

U.S. APPLICATION NUMBER NO.	INTERNATIONAL APPLICATION NO.	ATTY. DOCKET NO.
10/585,198	PCT/EP03/14985	KOB

Annex 1

"A true copy"

October 4, 2006

~~Carol Vandeputte~~
Mrs. CAROL VANDPUTTE

AMYLUM BELGIUM
MEMBER OF THE AMYLUM GROUP

MEMBER OF THE AMYLUM GROUP

ARBEIDSOVEREENKOMST VOOR BEDIENDEN

De werkgever:

Amylum Belgium NV.
Burchtstraat 10

9300 AALST

vertegenwoordigd door :

DHR. W. VAN CAUWENBERGE, GROUP VICE PRESIDENT
FINANCE & ADMINISTRATION

en

DHR. J. BROEKAERT, GROUP HUMAN RESOURCES DIRECTOR

en de werknemer:

TOMAS LANDAZURI
5. BD. PASTEUR
34000 MONTPELLIER
FRANCE

komen overeen hetgeen volgt :

Artikel 1 :

De werkgever neemt de werknemer in dienst vanaf 1/1/2000 voor ONBEPAALEN TIJD. De arbeidsovereenkomst wordt aangegaan met een proefperiode van 12 maanden.

Artikel 2 :

De werknemer wordt aangenomen als bedjende.

Artikel 3 :

Het uurrooster bij aanwerving is : van 08u00 tot 12u00 en van 12u30 tot 16u30.

Artikel 4 :

De werknemer verklaart zich bereid, indien dit uit de noodwendigheid van de dienst zou blijken, iedere andere functie, overeenstemmend met zijn opleiding of ervaring, binnen de Amylum - groep uit te oefenen.

Bovendien is de werknemer zich er van bewust dat de functie frequente beroepsreizen met zich kan meebrengen, zonder dat dit aanleiding geeft tot een aanvullende vergoeding.

Artikel 5 :

De werknemer treedt in dienst met een bruto aanvangswedde van [REDACTED] per maand (index 01/08/1998).

Artikel 6 :

De werknemer verklaart hierbij in te stemmen met de betaling van de hem verschuldigde sommen op rek. nr.

Arbeidsovereenkomst Bedienden

2

Artikel 7 :

De arbeidsovereenkomst is slechts bindend voor zover aan volgende constitutieve voorwaarden werd voldaan:

- de werknemer en werkgever beiden de arbeidsovereenkomst hebben ondertekend;
 - de werknemer een bewijs van goed zedelijk gedrag aan de werkgever heeft bezorgd;
 - de werknemer een kopie of afschrift van het behaalde diploma aan de werkgever overmaakt.
- De werkgever beschouwt deze elementen als essentieel bij de wilsovereenstemming.

Artikel 8 :

De werknemer erkent hierbij ook een exemplaar van het arbeidsreglement te hebben ontvangen. Hij verbindt er zich ook toe, evenals de werkgever, de betreffende bepalingen nauwgezet na te leven.

Artikel 9 :

De werknemer verbindt er zich toe, zowel tijdens als na de beëindiging van de arbeidsovereenkomst, geen vertrouwelijke informatie met betrekking tot de Amylum Belgium NV te verstrekken aan concurrerende bedrijven of aan derden in het algemeen.

De vertrouwelijke informatie behelst zowel fabrieksgeheimen, zakengeheimen of geheimen in verband met persoonlijke of vertrouwelijke aangelegenheden.

Behoren daar ondermeer toe : fabricagemethoden, bij de fabricage gebruikte machines en ingrediënten, de aard en de samenstelling van de producten, de kostprijs, de verkoopprijs, geheime overeenkomsten met derde partijen, etc.

Het niet naleven van deze bepalingen kan een 'zware fout' betekenen en tevens aanleiding geven tot het vorderen van een passende schadevergoeding.

Artikel 10 :

De werknemer verbindt er zich toe elke uitvinding of verbetering, gedaan of ontwikkeld tijdens en als gevolg van zijn /haar tewerkstelling, ter kennis te brengen van de werkgever en de daaruit voortvloeiende rechten aan de werkgever af te staan.

Artikel 11 :

In geval van eenzijdige verbreking vóór de aanvang van de arbeidsovereenkomst, zal de werknemer een schadevergoeding betalen, gelijk aan één maand loon, vermeerderd met het loon overeenstemmende met de opzeggingstermijn van 7 dagen (Art. 81 Wet betr. Arbeidsovereenkomsten).

Artikel 12 :

Onderhavig contract is onderworpen aan de Belgische wetgeving. Bij eventuele betwisting is alleen de Arbeidsrechtbank van Aalst bevoegd.

Opgemaakt op twee pagina's, in twee exemplaren.

Alle contracterende partijen verklaren de tekst te hebben gelezen en tekenen voor akkoord,
Aalst, 25/11/1999

DE WERKNEMER,
TOMAS LANDAZURI

DE WERKGEVER,
J. BROEKAERT
Group Human Resources Director

W. VAN CAUWENBERGE
Group Vice President
Finance & Administration

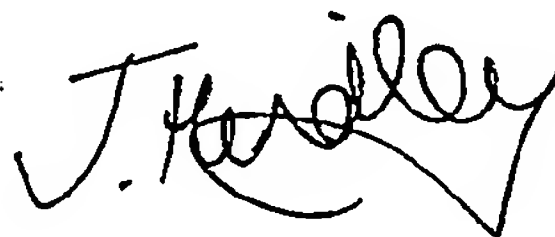
Gezien door Ons Meester Henri Van Eeckhoudt, notaris met standplaats
Sint-Martens-Lennik, voor wettiging der handtekening van
Tomas Landazuri, J Broekaert en W. Van Cauwenberge
Sint-Martens-Lennik Lennik 2000



Annex 2

RWS Group Ltd, of Europa House, Marsham Way, Gerrards Cross, Buckinghamshire, England, hereby declares that, to the best of its knowledge and belief, the following document, prepared by one of its translators competent in the art and conversant with the English and Dutch languages, is a true and correct translation of the accompanying document in the Dutch language.

Signed this 22nd day of August 2006



J. C. HINDLEY

TLS Manager

For and on behalf of RWS Group Ltd

Annex 3

ACERTA
Ondernemingsloket

Sneeuwbeslaan 20
2610 Wilrijk
tel.: 03 740 78 78
fax : 03 740 78 79

"A true copy"
October 4, 2006
and J. Vandeputte
Mrs. CAROL VANDOPUTTE
Uittreksel uit de KBO

Betreft ondernemingsnummer: 405716158

ACERTA
ONDERNEMINGSLOKET
13.12.2004
WILRIJK

GEGEVENS ONDERNEMING VAN EEN RECHTSPERSOON**Algemene gegevens:**

Ondernemingsnummer: 405716158
Status: Actief
Oprichtingsdatum: 12/12/1925
Kapitaal: 13659000 EUR
Duurtijd in jaren: 0

Rechtstoestanden:

Begindatum	Einddatum	Omschrijving rechtstoestand
12/12/1925	31/12/9999	Normale toestand

Rechtsvormen:

Begindatum	Einddatum	Omschrijving rechtsvorm
12/12/1925	31/12/9999	Naamloze vennootschap

Financiële gegevens:

Begindatum	Einddatum	Dag einde boekjaar	Maand einde boekjaar	Begin uitzonderlijk boekjaar	Einde uitzonderlijk boekjaar	Maand jaarvergadering
29/03/1999	31/12/9999	31	3	10/10/1998	31/03/1999	9
01/10/1998	28/03/1999	31	3	-	-	8
01/10/1991	30/09/1998	30	9	-	-	8
12/12/1925	30/09/1991	30	9	-	-	8

Benamingen:

Begindatum	Einddatum	Taalcode	Omschrijving type benaming	Benaming
15/11/2004	31/12/9999	2	Maatschappelijke naam	TATÉ & LYLE EUROPE
23/03/2000	14/11/2004	2	Maatschappelijke naam	AMYLUM EUROPE
18/10/1998	22/03/2000	0	Maatschappelijke naam	AMYLUM BELGIUM
19/03/1983	17/10/1996	0	Maatschappelijke naam	Amylum
19/03/1976	18/03/1983	0	Maatschappelijke naam	Graanderivaten Raffinaderijen Amylum /Auparavant Glucoseries réunies/
14/10/1955	18/03/1976	0	Maatschappelijke naam	Glucoseries Réunies / Anciennes Filmes Blierck frères et Callebaut Frères/
12/12/1925	13/10/1955	0	Maatschappelijke naam	La Glucose / Anciens Etablissements Blierck frères/
19/03/1976	31/12/9999	2	Afkorting	G.R. Amylum

Adressen:

Begindatum	Einddatum	Omschrijving type adres	Adres	Telefoon	Fax	E-mail	Complement adres

Article 7:

The contract of employment shall be binding only in so far as the following essential conditions have been met:

- a. the employee and employer have both signed the contract of employment;
 - b. the employee has furnished the employer with a certificate of good conduct;
 - c. the employee presents to the employer a copy or transcript of the diploma gained.
- The employer regards these elements as being essential to the consensus ad idem.

Article 8:

The employee hereby acknowledges that he has received a copy of the terms and conditions of employment. He also undertakes, as does the employer, conscientiously to observe the rules concerned.

Article 9:

The employee undertakes, both during the contract of employment and after its termination, not to furnish any confidential information relating to Amylum Belgium NV to competitor companies or to third parties in general.

Confidential information comprises factory secrets, business secrets or secrets relating to personal or confidential matters.

Such secrets include the following: manufacturing methods, machines and ingredients used in the manufacture, the type and composition of the products, the cost, the selling price, secret agreements with third parties etc.

Failure to comply with these provisions can constitute 'gross misconduct' and also give rise to a claim for appropriate compensation.

Article 10:

The employee undertakes to bring to the attention of the employer any invention or improvement made or developed during and as a result of his/her employment and to surrender the rights arising therefrom to the employer.

Article 11:

In the event of unilateral breaking of the agreement before the commencement of the contract of employment, the employee shall pay compensation equivalent to one month's salary, plus the salary corresponding to the notice period of 7 days (Art. 81 of the Belgian Contract of Employment Act).

Article 12:

The present contract shall be subject to Belgian law. In the event of any dispute, the Industrial Tribunal of Aalst alone shall have jurisdiction.

Drafted in duplicate on two pages.

All contracting parties declare that they have read the text and sign it for approval.

Aalst, 26.11.1999

THE EMPLOYEE
TOMAS LANDAZURI

THE EMPLOYER
J. BROEKAERT

W. VAN CAUWENBERGE
Group Vice President

AMYLUM BELGIUM
MEMBER OF THE AMYLUM GROUP

CONTRACT OF EMPLOYMENT FOR EMPLOYEES

The employer: Amylum Belgium NV
Burchtstraat 10
9300 AALST

represented by: Mr W. VAN CAUWENBERGE, GROUP VICE PRESIDENT
FINANCE & ADMINISTRATION
and Mr J. BROEKAERT, GROUP HUMAN RESOURCES DIRECTOR

and the employee: TOMAS LANDAZURI
5 BD. PASTEUR
34000 MONTPELLIER
FRANCE

agree as follows:

Article 1:

The employer shall employ the employee from 1.1.2000 onwards for an INDEFINITE PERIOD OF TIME. The contract of employment is entered into with a trial period of 12 months.

Article 2:

The employee shall be employed as a non-manual worker.

Article 3:

The working hours at the time of recruitment shall be: from 8am until 12 noon and from 12.30 until 4.30pm.

Article 4:

The employee declares that if it is found to be an operational requirement, he is prepared to perform any other duty, commensurate with his training or experience, within the Amylum group. Furthermore, the employee is aware that the post may involve frequent business trips without this giving reason for additional payment.

Article 5:

The employee shall commence his employment on a gross initial monthly salary of (index 01.08.1998).

Article 6:

The employee hereby declares that he agrees to payment of the sums due to him into account No.....

KBO QuickWeb - Gegevens van een onderneming van een rechtspersoon

pagina 2 van 2

21/12/1989	31/12/9999	Adres Maatschappelijke Zetel / Domicilie	Burchtstraat 10 9300 Aalst
11/12/1988	20/12/1989	Adres Maatschappelijke Zetel / Domicilie	Boulevard de la Woluwe 2 1150 Sint-Pieters-Woluwe
01/01/1986	10/12/1986	Adres Maatschappelijke Zetel / Domicilie	Burchtstraat 10 9300 Aalst
25/02/1983	31/12/1985	Adres Maatschappelijke Zetel / Domicilie	Place de Jamblinne de Meux 33 1040 Schaarbeek
16/03/1981	24/02/1983	Adres Maatschappelijke Zetel / Domicilie	Louizalaan 479 57 1050 Brussel
12/12/1925	15/03/1981	Adres Maatschappelijke Zetel / Domicilie	Opzichterstraat 49 1080 Sint-Jans-Molenbeek

Functies:

Begindatum	Einddatum	Omschrijving functie	Uitoefenende natuurlijke persoon (naam en voornaam) Uitoefenende onderneming (ondernemingsnummer en maatschappelijke naam)	Reden stopzetting functie
15/09/2003	31/12/9999	Bestuurder	Desmedt Jozef	
15/09/2003	31/12/9999	Bestuurder	Hutsebaut Jan	
15/09/2003	31/12/9999	Bestuurder	Broekaert Jan	
08/01/2001	31/12/9999	Bestuurder	Trilling Mathew	
14/01/1991	31/12/9999	Bestuurder	PIWNICA CAROLE	
21/08/2003	31/12/9999	Bestuurder	MUSESENGWA STANLEY	
21/08/2003	31/12/9999	Bestuurder	GIBBER ROBERT	
21/08/2003	31/12/9999	Bestuurder	Rutherford Clive	
01/01/2003	31/12/9999	Bestuurder	GIFFORD SIMON	
01/09/2003	31/12/9999	Persoon belast met dagelijks bestuur	Rutherford Clive	

Er zijn geen activiteiten in KBO gedefinieerd.

Toelatingen:

Begindatum	Einddatum	Omschrijving toelating	Omschrijving fase toelating	Duurtijd	Reden beëindigen toelating
01/01/1971	31/12/9999	Onderneming onderworpen aan BTW	Inpedanigheid/Toelating verworven	0.0	
01/12/1925	31/12/9999	Commerciële onderneming	Inpedanigheid/Toelating verworven	0.0	
01/01/1945	31/12/9999	Werkgever RSZ	Inpedanigheid/Toelating verworven	0.0	

Bankrekeningen:

Begindatum	Einddatum	Gebruiksdoel	Bankrekeningnummer	IBAN nummer
12/12/1925	31/12/9999	Griffies/Ondernemingsloket	393002018814	

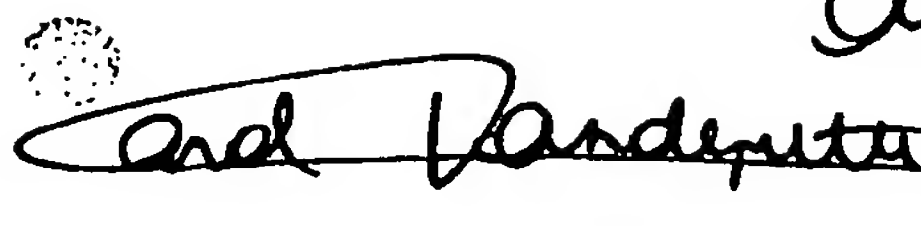
Externe identificaties:

Omschrijving type externe identificatie	Identificatienummer
Nummer RSZ	53709190
Nummer Handelsregister	01 0009131
Nummer Handelsregister	02 0000423
	177301

ACERTA
ONDERNEMINGSLOKET
13.12.2004
WILRIJK

October 4, 2006

Annex 4


 Annel VANDERPUTTE

ACERTA enterprise office

Abstract out of central social security data bank for enterprises

ACERTA
Enterprise officeDec. 13, 2004
WILRIJK

Concerning enterprise number: 405716158

DATA ENTERPRISE OF A LEGAL PERSON

General data:

Enterprise number: 405716158
 Status: Active
 Founding date: December 12, 1925

...

...

Legal forms:

Starting date	End date	Description legal form
Dec. 12, 1925	Dec. 31, 9999	limited company

...

Names:

Starting date	End date	Language code	Description type name	Name
Nov. 15, 2004	Dec. 31, 1999	2	Company's name	TATE & LYLE EUROPE
March 23, 2000	Nov. 14, 2004	2	Company's name	AMYLUM EUROPE
Oct. 18, 1196	March 22, 2000	0	Company's name	AMYLUM BELGIUM
March 19, 1983	Oct. 17, 1996	0	Company's name	Amylum
March 19, 1975	March 18, 1983	0	Company's name	Graanderivaten Raffinaderijen Amylum/Auparavant Glucoseri- reunites
Oct. 14, 1955	March 18, 1975	0	Company's name	Glucoseri- Firmes Blierck freres et Callebaut Freres
Dec. 12, 1925	Oct. 13, 1955	0	Company's name	La Glucose / Anciens Etablissements Blierck freres
March 19, 1975	Dec. 31, 9999	2	Abbreviation	G.R. Amylum

Omer 5

Carol Vandeputte

Van: Tomas Landazuri [tomlandaz@hotmail.com]
Verzonden: dinsdag 3 oktober 2006 23:43
Aan: Carol Vandeputte
Onderwerp: RE: O.Ref.: 1949-21 USw CVP - US Serial no. 10/585,198

Dear Carol,

Thanks for your mail. As you may know, I am not working for Tate & Lyle anymore. I don't feel comfortable with these papers, so I don't like to sign them.
Regards,

Tomas

From: "Carol Vandeputte" <carol.vandeputte@kob.be>
To: <tomlandaz@hotmail.com>
Subject: O.Ref.: 1949-21 USw CVP - US Serial no. 10/585,198
Date: Tue, 26 Sep 2006 10:02:20 +0200

Dear Sir,

We are the Belgian patent attorney office in the abovementioned case for Tate & Lyle Europe NV. We would like to ask you, concerning the abovementioned US patent application, to print the attached declaration form and send it back to us sufficiently signed and dated (on the places as indicated with a V) as soon as possible?

Awaiting your quick reply, we remain,
Yours sincerely,
Mrs. Carol Vandeputte, Ing.

KOB NV
President Kennedypark 31C
B-8500 KORTRIJK
Tel. +32-56/21.35.38
Fax +32-56/21.60.14
E-mail carol.vandeputte@kob.be
Website www.kob.be

><< 1949-21USwLandazuriDeclaration.pdf >>

><< 1949-21USwLandazuriAssignment.pdf >>

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*** RX REPORT ***

RECEPTION OK

TX/RX NO	7660	
CONNECTION TEL		703 448 7397
CONNECTION ID		
ST. TIME	10/17 17:22	
USAGE T	06'06	
PGS.	15	
RESULT	OK	